

## GENERAL TERMS AND CONDITIONS OF SALE IN THE MACHINE SALES DEPARTMENT

### MEGA limited liability company

### §1 GENERAL PROVISIONS SUBJECT MATTER AND SCOPE

1. The General Terms of Sale define the rules for concluding contracts for the sale agreement or delivery agreement of machines produced by the Machine Sales Department of MEGA limited liability company with its seat in Bełżyce (24-200) at Przemysłowa 52, entered into the register of entrepreneurs by the Lublin-Wschód District Court in Lublin with its seat in Świdnik, 6th Commercial Division of the National Court Register under KRS number 0000318416, NIP: 7133014393, REGON: 060432388, share capital in the amount of: PLN 1,000,000.00.
2. These General Terms and Conditions of Sale apply only between entrepreneurs within the meaning of Art. 43(1) of the Civil Code.
3. The terms used in the remainder of these General Terms and Conditions of Sale mean:
  - a. **The Contractor:** MEGA limited liability company with its seat in Bełżyce (24-200) at Przemysłowa 52, entered into the register of entrepreneurs by the Lublin-Wschód District Court in Lublin with its seat in Świdnik, 6th Commercial Division of the National Court Register under KRS number 0000318416, NIP: 7133014393, REGON: 060432388, share capital in the amount of: PLN 1,000,000.00,
  - b. **The Ordering Party:** a natural person, legal person or an organizational unit that is not a legal person, which the law grants legal capacity, being an entrepreneur within the meaning of art. 43(1) of the Civil Code,
  - c. **GTCS** - These General Terms and Conditions of Sale Mega limited liability company,
  - d. **Working day** – one day from Monday to Friday, excluding public holidays,
  - e. **Machine** - a machine or a set of machines (production lines) produced by the Machine Sales Department of the Contractor's enterprise,
  - f. **Contract** – contract concluded between the Contractor and the Ordering Party as a result of accepting the Contractor's offer, the subject of which is the delivery or sale of Machines manufactured by the Machine Sales Department of the Contractor's enterprise
  - g. **Parties** – Contractor and Ordering Party.
4. The General Terms and Conditions of Sale constitute an integral part of each Contract concluded between the Contractor and the Ordering Party and regulate the rules for the performance of these contracts - unless the Parties in the contract concluded in written or documentary form expressly excluded the application of these GTCS to the contract concluded by them.
5. The acceptance of the Contractor's offer by the Ordering Party means that the

■ DESIGNED TO OPTIMIZE FOOD PRODUCTION



Ordering Party accepts these GTCS in full

6. The GTCS are also available at <http://megabelzyce.pl>

## §2 OFFER, CONCLUSION OF THE CONTRACT

1. In order to conclude a Contract with the Contractor, the Ordering Party should submit to the Contractor a written or e-mail inquiry specifying the type and number of Machines, their planned purpose, and send the technical information necessary for the preparation of the offer of a given Machine or a group of Machines by the Contractor. The Ordering Party should submit an inquiry by e-mail to the Contractor's e-mail address: [biuro@megabelzyce.pl](mailto:biuro@megabelzyce.pl)
2. After receiving the request for quotation from the Ordering Party, the Contractor, on the basis of the request for proposal, will prepare an offer for the sale of Machines for the Ordering Party. If, for the preparation of the offer by the Contractor, additional information is required from the Ordering Party, the Ordering Party is obliged to provide it immediately, but not later than within 7 days of receiving the request from the Contractor, unless the Parties jointly agree on a different date.
3. The Contractor's offer includes information such as: name and number of Machines, description of Machines, net price of individual Machines, description and net price for additional services, if any (e.g. delivery cost, cost of training for the Ordering Party 's employees), terms and conditions for payment of the price, date of the Contract, conditions of receipt or delivery of the Machine, the warranty period (if different, specified in §5 of the GTCS), the deadline for responding to the offer by the Ordering Party. The offer may also contain additional information not indicated above.
4. The price presented in the offer for the sale of Machines is a net price in the following currency: Zloty (PLN), to which must be added VAT in the amount compliant with the currently applicable regulations, unless the Contractor's offer expressly states otherwise. The price presented in the offer for the sale of Machines includes the production of the Machines by the Contractor and does not include the costs of delivery of the Machines to the Ordering Party, as well as the installation and commissioning of the Machines, training of the Ordering Party's employees and other services, unless the Contractor's offer expressly states otherwise.
5. The Contractor reserves the right to change the prices indicated in the offer in the event of an increase in the market prices of raw materials, an increase in the technical costs of producing Machines or a change in the currency on the territory of the Poland. In the event of an increase in the prices of the Machines, the Contractor undertakes to inform the Ordering Party in writing or by e-mail about the increase in the prices of the Machines. In such a situation, the Ordering Party has the right to demand that the Contractor terminate the Contract by mutual agreement of the parties, of which he informs the Ordering Party in writing or by e-mail within 3 days of receiving information about the price increase. In the declaration of termination of the contract by agreement, the parties shall determine the amount of reimbursement by the Ordering Party of the costs incurred so far by the Contractor in the



- performance of the Contract. Failure to submit the above-mentioned request by the Ordering Party within the above-mentioned period is tantamount to the Ordering Party's acceptance of the new price.
6. All items in the Contractor's offer constitute its integral whole. The offer may not be treated selectively with respect to individual items.
  7. The Contractor has the right to cancel the offer submitted to the Ordering Party until the conclusion of the Contract.
  8. In order to conclude a Contract with the Contractor, the Ordering Party should accept the Contractor's offer without changes or reservations and notify the Contractor about it within 14 days from the date of delivery of the offer to him, unless the Contractor's offer indicates a different date.
  9. The Contract between the Contractor and the Ordering Party shall be deemed concluded upon confirmation by the Contractor in writing or by e-mail of the conclusion of the Contract, on the basis of a notification of acceptance of his offer by the Ordering Party.
  10. If the Ordering Party, within the period referred to in § 2 sec. 8, made changes or additions to the offer presented by the Contractor or introduced reservations to it, the Contract will be concluded upon confirmation by the Contractor in writing or by e-mail of the Ordering Party's acceptance of the order with changes, additions or reservations. Failure to confirm such an order within 14 days from the date of its receipt by the Contractor is tantamount to the fact that the Contract has not been concluded. The parties exclude all the possibility of tacit (implied) conclusion of the Contract provided for by law.
  11. A written or e-mail notification of the lack of acceptance of the GTCS by the Ordering Party may constitute the basis for the Contractor's cancellation of the offer.
  12. In the case of sending the request for quotation to a different address or in a different way than indicated in sec. 1, the Contractor is not bound by the deadlines specified in the GTCS.

### **§3 PERFORMANCE OF THE CONTRACT**

1. The Parties are obliged to perform the Contract in accordance with its content and with due diligence. The rights and obligations of the Parties to the Contract are specified in these GTCS and the content of the Contractor's offer, as well as the provisions generally applicable in the territory of the Poland.
2. The terms of the performance of the Contract are specified in the content of the offer.
3. The order fulfillment time may be extended for reasons beyond the control of the Contractor, about which the Contractor is obliged to inform the Ordering Party, as well as indicate a new order completion date. The contractor will make every effort to ensure that the order is completed as soon as possible.
4. If the Ordering Party submits a request for changes to the Contract submitted after its conclusion, in particular regarding changes to the approved specification of Machines constituting the subject of the Contract, each introduction of such changes



- requires the consent of the Contractor and the conclusion of an annex to the Contract in writing under pain of nullity, in particular specifying the new the price of the Machines and a new order completion date.
5. Unless the Parties have agreed otherwise in the Contract, the Ordering Party is obliged to collect the Machine from the Contractor's plant within the time limit specified in the Contract. If the Ordering Party does not collect the Machines within the time limit resulting from the Contract for reasons not related to the Contractor, all risks related to the Machines, including the risk of accidental damage or loss of the Machines, shall be transferred to the Ordering Party upon the expiry of the deadline for collection of the Machines resulting from the Contract.
  6. In the event that the Ordering Party, in accordance with the Contract, is obliged to pay the Contractor an advance or an advance payment within the period specified in the Contract and the Ordering Party delay in payment of all or part of the above amount, the term of the Contract shall be appropriately postponed, taking into account the production capacity of the Contractor's plant, for which the Contractor shall not be liable responsibility.
  7. In the event that the Ordering Party is obliged to collect the Machine from the Contractor's plant, the Contractor has the right to suspend the release of the Machines to the Ordering Party in the event of the Ordering Party's delay in payment of all or part of the price, in relation to the deadlines specified in the Contract. In this case, the Contractor shall not be liable in any way due to the delay in the performance of the Contract.
  8. In the event that, in accordance with the Contract, the Contractor is obliged to deliver the Machine to the Ordering Party, the Contractor has the right to suspend the delivery of the Machine in the event of the Ordering Party's delay in the payment of all or part of the Machine price in relation to the dates specified in the Contract. In this case, the Contractor shall not be liable in any way due to the delay in the performance of the Contract.
  9. If, in accordance with the Contract, the Ordering Party is obliged to collect the Machine from the Contractor's plant, the acceptance of the subject of the Contract takes place on the basis of the EX Works Incoterms 2020 rule (Contractor's plant: Przemysłowa 52, 24-200 Bełżyce, Poland), unless something else results from the Contractor's offer.
  10. In the event that, in accordance with the Contract, the Contractor is obliged to deliver the Machine to the Ordering Party, the delivery of the Machines to the Ordering Party's plant takes place on the terms of DAP Incoterms 2020 (the Ordering Party's plant address), unless the Contractor's offer states otherwise.
  11. The Contractor reserves the right of ownership to the Machine or Machines until the date of full payment of the price by the Ordering Party in the full amount specified in the Contract. The ownership of the Machines or Machines passes to the Ordering Party on the date of payment of the total price in the amount specified in the Contract. The Ordering Party is obliged to keep the Machines in a non-deteriorated condition and not to use the Machines for the time the property is reserved for the Contractor.



12. The payment shall be deemed made upon crediting the Contractor's bank account. All costs related to transfers are borne by the Ordering Party.

## §4 RECEPTION

1. In the event that, in accordance with the Contract, the Ordering Party is obliged to collect the Machines constituting the subject of the Contract from the Contractor's plant, the acceptance of the subject of the Contract is confirmed by the acceptance protocol signed by the Ordering Party or its representative or a bill of lading signed by the carrier.
2. Installation and commissioning of Machines constituting the subject of the Contract in the case referred to in sec. 1, the Ordering Party is obliged to carry out in accordance with the technical and operational documentation and the manual for the Machines provided to him by the Contractor.
3. In the event that, in accordance with the Contract, the Contractor is obliged to deliver the Machines constituting the subject of the Contract to the Ordering Party and to install and start them up, the following rules shall apply.
4. The Parties define the date of receipt of the Machines constituting the subject of the Contract no later than on the last day of the date specified in the Contract for the assembly and commissioning of the Machines at the Ordering Party's plant, unless the Parties otherwise specify the date of receipt in the Contract. The Contractor shall notify the Ordering Party about the readiness of the Machines constituting the subject of the Contract for collection and the exact date and time of receipt.
5. The reception of the Machines constituting the subject of the Contract takes place in the presence of representatives of both Parties to the Contract.
6. The reception of the Machines constituting the subject of the Contract consists in checking the Machines by the Ordering Party for compliance with the Contract. The Ordering Party may not refuse to accept and sign the acceptance protocol if the Machines constituting the subject of the Contract have been made in accordance with the Contract.
7. If to check the subject of the contract referred to in sec. 6 sentence first, it will be necessary to use the raw material, its cost and delivery are the responsibility of the Ordering Party. The Contractor has the right to inspect the raw material delivered for the purpose of checking the subject of the contract by the Ordering Party.
8. In the event of an unjustified failure to sign the acceptance protocol by the Ordering Party within the time limit set in accordance with sec. 4 or in the event of the Ordering Party's failure to appear, the subject of the contract shall be deemed to have been received by the Ordering Party on the last day of this period.
9. In a situation where, during the acceptance of the Machines constituting the subject of the Contract, there are discrepancies in the compliance of the Machines with the Contract and the attachment to the Contract in the form of an offer, the Parties will draw up a protocol in which they will specify the discrepancies and determine the date of their removal by the Contractor. After the Contractor removes the discrepancies referred to in the above protocol, the Contractor will notify the Ordering



Party about the new date of acceptance of the subject of the Contract. In the event of an unjustified failure to sign the acceptance protocol by the Ordering Party or in the event of the Ordering Party's failure to appear for the acceptance, the Machines constituting the subject of the Contract shall be deemed as received by the Ordering Party upon the deadline for acceptance of the subject of the contract designated by the Contractor.

10. In the event that, in accordance with the Contract, the Contractor is obliged to deliver the Machines constituting the subject of the Contract to the Ordering Party and to install and start them up, the Ordering Party's obligations include in particular:
  - a) preparation of the room where the Machines constituting the subject of the Contract will be located, in particular, the room must be adapted in terms of dimensions for the installation of Machines in it and for use in accordance with its intended purpose, protected against fire, flooding by water and weather conditions;
  - c) enabling the Contractor to carry out the works including installation and commissioning of the subject of the Contract in an uninterrupted manner;
  - d) supply of power with good power earthing and other necessary utilities to the subject of the contract indicated by the Contractor.
11. In the event of failure by the Ordering Party to provide a properly prepared place for the installation and commissioning of the Machines constituting the subject of the Contract or the necessary utilities, the date of installation, commissioning and acceptance of the Machines constituting the subject of the Contract shall be postponed accordingly, and the Contractor shall not be liable for the above-mentioned responsibility.

## §5 WARRANTY

1. The Contractor provides a warranty for the Machines on the terms and conditions set out below.
2. The Contractor guarantees that the Machines are made of high-quality materials and that they function properly in terms of maintenance and operation in accordance with the Contractor's recommendation contained in the technical and operational documentation.
3. Machines are covered by a 12-month warranty, commencing on the day:
  - a) signing the acceptance report or bill of lading - if, in accordance with the Contract, the Ordering Party is obliged to collect the Machines constituting the subject of the Contract from the Contractor's plant, but not later than from the day on which the Ordering Party was obliged, in accordance with the Contract, to collect the Machines.
  - b) signing the acceptance protocol - if, in accordance with the Contract, the Contractor is obliged to deliver the Machines constituting the subject of the Contract to the Ordering Party, but not later than 30 days from the date of delivery of the Machines to the Ordering Party.
4. The warranty may be extended by another 12 months, provided that the Ordering Party performs a paid warranty inspection of the Machine at the Contractor, within

■ **DESIGNED TO OPTIMIZE FOOD PRODUCTION**



- 12 months from the date of receipt of the Machines by the Ordering Party.
5. The Contractor guarantees the replacement of defective parts of the Machine during the warranty period at his own expense, within 30 days of the delivery of the Customer's complaint to the Contractor, and this time may be extended if the Contractor needs to order spare parts necessary for repair - by the time of delivery to the Contractor these spare parts and their assembly in the subject of the contract by the Contractor.
  6. The complaint should be delivered to the Contractor in writing or by e-mail to the address: [serwis@megabelzyce.pl](mailto:serwis@megabelzyce.pl)
  7. When submitting a complaint, the Ordering Party should present an accurate and accurate description of the defect in the Machine or Machines. The Contractor is not responsible for improper or incomplete repair or extension of the repair time of the Machine caused by the incomplete or misleading description of the defect.
  8. The warranty does not cover, in particular, defects caused by the use of the Machine inconsistently with its intended use and recommendations contained in the technical and operational documentation, as well as defects caused by a catastrophe, a consequence of random events independent of the operating conditions (e.g. fire, flood, lightning, incorrect voltage in networks, hostilities, etc.); modification or installation of any parts made independently by the Ordering Party or third parties - unless the Contractor has given his prior consent in writing under pain of nullity. The warranty also does not cover cases caused by a change in the intended use of the Machine by the Ordering Party and unauthorized interference in the Machine's software.
  9. All costs related to the unjustified call to the Contractor's service shall be borne by the Ordering Party.
  10. The Ordering Party loses its rights under the guarantee if it fails to notify the Contractor in writing or by e-mail about the defect in the Machine, within 5 working days from the date of its detection.

## §6 CONFIDENTIALITY

1. The Contractor and the Ordering Party are mutually obliged to keep in strict confidence all information they received from each other in connection with the conclusion of the Contract, in particular: technical and technological information regarding the Machines and the terms and conditions of cooperation between the Parties.
2. Neither of the Parties shall be null and void without the consent of the other Party in writing:
  - a. use the information referred to in sec. 1 for any purposes not directly related to the conclusion or performance of the Contract,
  - b. disseminate, copy or disclose to third parties the information referred to in sec. 1.
3. The provisions contained in sec. 1 and 2 shall remain in force 5 years after the performance or termination of the Contract, also in the event of withdrawal from the

■ **DESIGNED TO OPTIMIZE FOOD PRODUCTION**



Contract.

4. The above-mentioned requirements will not apply to information provided by Parties that:
  - a. are published, known and officially disclosed to the public without violating the provisions of the GTCS or the Contract,
  - b. have been provided to the Party by a third party, without violation of the law and without any obligations towards the Party to which the information relates,
  - c. will be disclosed by one of the Parties with the prior consent of the other Party expressed in writing under pain of nullity,
  - d. will be provided by the Party obliged to do so under the generally applicable provisions of law.

## §7 PERSONAL DATA PROTECTION

1. The controller of personal data processed in connection with the implementation of the Contract, i.e. representatives, contact employees, contractors and service recipients, as well as all personal data received from the Ordering Party in connection with the conclusion and performance of the Contract, made available before the conclusion of the contract or during its term is the Contractor MEGA limited liability company with its seat in Bełżyce (24-200) at Przemysłowa 52, entered into the register of entrepreneurs by the Lublin-Wschód District Court in Lublin with its seat in Świdnik, 6th Commercial Division of the National Court Register under KRS number 0000318416, NIP: 7133014393, REGON: 060432388, share capital in the amount of: PLN 1,000,000.00 In all matters regarding personal data, please contact us by e-mail: [dane.osobowe@megabelzyce.pl](mailto:dane.osobowe@megabelzyce.pl)
2. The persons referred to in sec. 1, have the right to access data, correct them, request their removal, as well as the right to limit processing, object to the processing of personal data and the right to lodge a complaint with the supervisory body, i.e. the President of the Office for Personal Data Protection, if the data is processed contrary to the requirements legal.
3. The data of the persons referred to in sec. 1, will be processed for the purpose:
  - a) conclusion and performance of the Contract concluded between the Parties - for the time necessary to perform the Contract, and after its completion for the time needed to demonstrate the correct performance of the obligations arising from the Contract (legal basis for processing: Article 6 (1) (b) of the GDPR and Art. 6 (1) (f) of the GDPR)
  - b) performance by the Contractor of obligations arising from the legal provisions generally applicable in the territory of the Poland, in particular tax, reporting - for the time necessary to perform the Contractor 's obligations, including until the expiry of the limitation period for tax obligations (legal basis for processing: Article 6 (1) (b) of the GDPR) c GDPR)



- c) implementation of the legitimate interest of the Contractor described in sec. 4 - for the time necessary to implement the Contractor 's legitimate interest (legal basis for processing: Article 6 (1) (f) of the GDPR).
4. The legitimate interest of the Contractor, referred to in sec. 3 point c, consists in pursuing and defending claims related to the conclusion and performance of the Contract and maintaining direct business relationships with contractors and customers.
5. Data subjects will not be subject to a decision which is based solely on automated processing, including profiling, and has legal effects on them or similarly significantly affects them.
6. Providing data is voluntary, but failure to provide it will result in the inability to conclude the Contract.
7. The recipients of the data of the data subjects may be state authorities.
8. The Contractor does not plan to transfer personal data to recipients outside the EEA, i.e. to third countries.
9. Data subjects have the right to object to the processing of personal data if the Contractor processes personal data on the basis of legitimate interests
10. The Ordering Party is obliged to make the content of this information clause available to persons whose data is provided to the Contractor in connection with the conclusion and performance of the Contract.

## **§8 FORCE MAJEURE**

1. The Contractor and the Ordering Party as Parties to the Contract will be released from liability for total or partial non-performance or improper performance of obligations under the Contract in the event of Force Majeure. Force majeure is considered to be unforeseeable events and events, the extent, course or effects of which were impossible to predict, occurring regardless of the will of the Parties and whose existence was not influenced in any way by the Parties, in particular epidemics, pandemics, wars, terrorist attacks, fire , flood, strikes, orders and acts as well as legal decisions of state authorities, etc. If one of the Parties decides that there are circumstances constituting force majeure that may affect the non-performance or improper performance of its obligations, it will notify the other Party in writing, otherwise null and void. , but not later than within 7 days from the occurrence of the event constituting a case of force majeure, at the same time indicating in the letter the nature of the event and its expected duration - under pain of losing the right to invoke force majeure.
2. In the event that the Contract is concluded during the COVID-19 epidemic, the conclusion of the Contract is tantamount to the Ordering Party's declaration that this state and the economic risks associated with it are known to it, therefore the Parties hereby agree that any current and future circumstances , related to this state will not be used by the Ordering Party as a circumstance justifying its invoking force majeure



provisions.

## §9 RESPONSIBILITY

1. The Contractor's liability towards the Ordering Party, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - to the amount of the price paid by the Ordering Party.
2. The Contractor is liable only for the actual damage to the Ordering Party.
3. If, in accordance with the Contract, the acceptance of the Machines constituting the subject of the Contract from the Contractor's plant is on the side of the Ordering Party, and the Ordering Party is delayed with the collection of the Machines by more than 1 week in relation to the date of acceptance resulting from the Contract, the Contractor has the right to charge the Ordering Party a contractual penalty in the amount of 0.25 % of the net price of the Machines resulting from the Contract for each day of delay in collecting the Machines from the Contractor's plant in relation to the date specified in the Contract.
4. If, in accordance with the Contract, the Contractor is obliged to deliver the Machines constituting the subject of the Contract to the Ordering Party, the Contractor has the right to charge the Ordering Party with a contractual penalty if, for reasons attributable to the Ordering Party, the Contractor fails to deliver the subject of the contract to the Ordering Party within the time limit specified in the Contract. The above contractual penalty of 0.25% of the net value of the Machines resulting from the Contract, for each day of storing the subject of the Contract by the Contractor beyond the delivery date resulting from the Contract.
5. The Contractor has the right to claim supplementary compensation in excess of the amount of the contractual penalties reserved.

## §10 FINAL PROVISIONS

1. The legal relations between the Parties are governed by Polish law.
2. In the event of any disputes regarding the Contract, the Contractor and the Ordering Party, in good faith, will attempt to resolve them amicably. If it is not possible to resolve the dispute amicably, all disputes will be resolved by the common court competent for the seat of the Contractor.
3. The Ordering Party shall not be allowed to assign the rights or obligations under the Contract without the prior consent of the Contractor in writing, otherwise null and void.
4. The Contractor has the right to withdraw from the Contract in whole or in part in the event of the Ordering Party's delay in paying all or part of the price. The Contractor may exercise the above right to withdraw from the Contract within 24 months from the date of conclusion of the Contract
5. The Contractor's liability under the warranty within the meaning of the article 568 Civil Code is excluded to the fullest extent permitted by generally applicable



provisions of law.

6. The application of article 66(1) §1 - 3 of the Civil Code is excluded.
7. By placing an order with the Contractor, the Ordering Party agrees to use the provided documentation for the purpose of the Contract performance by the Contractor.
8. In matters not covered by the GTCS, the relevant provisions of the Civil Code and other relevant legal provisions generally applicable in the territory of the Poland shall apply.
9. Should individual provisions of these GTS prove to be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the parties undertake to adopt such provisions that will effectively reflect the prior will of the parties.
10. These GTCS shall enter into force on April 1, 2022.

